Nansemond Convalescent Center, Inc. *and* Professional and Health Care Division, Retail Clerks International Union, Local 233, AFL-CIO. Case 5-CA-10889

April 3, 1981

DECISION AND ORDER

On December 23, 1980, Administrative Law Judge Charles M. Williamson issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.[1]

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[2] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Nansemond Convalescent Center, Inc., Suffolk, Virginia, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 1(a):

"(a) Refusing to permit negotiation of economic issues until all noneconomic issues are agreed upon, thereby refusing to bargain collectively in good faith with Professional and Health Care Division, Retail Clerks International Union, Local 233, AFL-CIO, herein designated Charging Party, as the exclusive representative of its employees in the following appropriate unit:

> "All service and maintenance employees employed by Respondent at its Suffolk, Virginia, facility, excluding office clerical employees, registered nurses, licensed practical nurses, activities and/or social directors, guards and supervisors as defined in the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] Respondent submitted a request for oral argument in conjunction with its exceptions and brief. This request is hereby denied as the record, the exceptions, and the briefs adequately present the issues and the positions of the parties.

[2] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule and administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT refuse to permit negotiation of economic issues until all noneconomic issues are agreed upon and WE WILL NOT refuse to bargain collectively with Professional and Health Care Division, Retail Clerks International Union, Local 233, AFL-CIO, as the exclusive representative of all employees in the appropriate unit described below and, if an agreement is reached, embody it in a signed contract. The appropriate unit is:

> All service and maintenance employees employed by us at our Suffolk, Virginia, facility, excluding office clerical employees, registered nurses, licensed practical nurses, activities and/or social directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce any of our employees in the exercise of their rights guaranteed in Section 7 of the Act.

NANSEMOND CONVALESCENT CENTER, INC.

DECISION

STATEMENT OF THE CASE

CHARLES M. WILLIAMSON, Administrative Law Judge: This case is based on a complaint and notice of hearing issued on November 6, 1979, by the Regional Director of Region 5, of the National Labor Relations Board. The charge, alleging violation of Section 8(a)(1) and (5) of the National Labor Relations Act (herein called the Act), as amended, was filed on April 27, 1979, by the above-entitled labor organization, hereafter referred to as the Charging Party. The hearing took place at Portsmouth, Virginia, on April 8 and 9, 1980. The complaint alleges that Nansemond Convalescent Center, Inc., hereafter designated as Respondent, violated Section 8(a)(1) and (5) of the Act, on and after January 23, 1979, by refusing "to discuss economic issues until all noneconomic issues of a collective-bargaining agreement were set-

tled."[1] The General Counsel and Respondent filed post-hearing briefs which have been carefully considered.

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, a Virginia corporation, is engaged in the operation of a nursing home at a location in Suffolk, Virginia. During the 12 months prior to the issuance of the complaint, a representative period, Respondent derived gross revenues from the operation of the nursing home in excess of $100,000 and, during the same period of time, purchased and received products valued in excess of $50,000 directly from points and places located outside the State of Virginia. Respondent admits, and I find, that Respondent is, and has been at all times material herein, an employer engaged in and affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

The complaint alleges, Respondent admits, and I find that the Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

III. THE REPRESENTATIVE STATUS OF CHARGING PARTY

The complaint alleges, Respondent admits, and I find that the Charging Party was certified on September 5, 1978, in Case 5-RC-10516 as the exclusive collective-bargaining representative of employees of Respondent in the following appropriate unit:

> All service and maintenance employees employed by the Respondent at its Suffolk, Virginia, facility, excluding office clerical employees, registered nurses, licensed practical nurses, activities and/or social directors, guards and supervisors as defined in the Act.

Respondent further admits that since on or about October 12, 1978, it and the Charging Party have met "for the purpose of engaging in negotiations with respect to wages, hours and other terms and conditions of employment of employees" in the above-described unit.

IV. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Ground Rule on Nonecomonic Issues*

The General Counsel's allegation of violation in this case revolves around a bargaining procedure employed by Respondent from the first meeting on October 12, 1978, until the following spring of 1979.

At the first meeting, the Charging Party Union's representative, Rudy Pinto, presented Respondent's negotiator, Herbert B. Larrabee, with a complete set of contract proposals. These proposals included both economic and noneconomic items. After reviewing the Union's proposals, Larrabee testified that he suggested a negotiating procedure of getting "the non-economic language agreed to and out of the way and then go into economics." Larrabee admitted that Pinto resisted making such an agreement. Larrabee then expressed the desire that the parties "cover each one of the non-economic areas, and later the economic areas." He suggested that, when tentative agreement was reached, the parties initial that particular proposal and mark it "T/A." After the discussion had continued "for an hour or so," Larrabee testified that the parties had reached an understanding that this was the manner in which they would proceed. There was no particular form of words by which Pinto gave his assent to this ground rule, Larrabee testified, but his assent was inferred from "his comments on ten, eleven, or twelve items."[2]

Pinto testified that he did not remember any discussion of this ground rule at the first bargaining session. He stated that at the second meeting on November 9, 1978, Larrabee told him that the Union's proposal had been costed out and "it would have enormous economic impact on the nursing home." Pinto stated that Larrabee then said, "he was accustomed to resolving . . . the non-economic issues before we got down to economics." Pinto then stated:

> I said our argument was that in the interest of being expeditious, we will discuss and attempt to resolve non-economic issues, but that didn't close the door as we understood it to resolving economic matters. We will just talk about non-economics first. And attempt to get them resolved.

After Pinto ceased attending the bargaining sessions, Lawrence C. Tueller and Jack Taylor took over as spokesmen for the Union. Larrabee testified that he went over this ground rule with them by way of "reminder." Union Negotiator Tueller testified that the parties agreed to negotiate about "the non-economics first before the economics," but he stated that Pinto remarked that economics could be discussed if the parties found themselves unable to reach agreement on noneconomics. Union Negotiator Taylor, while admitting that the parties agreed to cover noneconomic issues prior to taking up economic matters, stated:

> I am not sure when it was a firm, hard position that we could not move into economics until all of the non-economics were removed. It was at a subsequent meeting from the first. It may have been the second or third meeting that I was involved in it. It was fairly early in the negotiations . . . . It was my understanding that that is what Mr. Larrabee

[1] Counsel for the General Counsel, hereafter referred to as the General Counsel, moved on the second day of the hearing to withdraw par. 7(b) of the complaint alleging that Respondent withdrew from collective bargaining with the Charging Party on or about March 13, 1979. The transcript, at p. 254, reflects a withdrawal of "paragraph 7" rather than "paragraph 7(b)." The transcript is hereby amended to reflect the withdrawal of "paragraph 7(b)." I granted the motion to withdraw this allegation.

[2] Respondent's minutes of this bargaining session state: "Larrabee then stated that he *preferred* to bargain on non-economics before economic issues . . . . Larrabee continued by noting that there *could be tentative agreements on non-ecomonic items, and they could be out of the way pending a decision on the entire package*" (Emphasis supplied). G.C. Exh. 3, p. 3.

wanted. It was not my understanding that that was my obligation.

Of particular importance in this case is the question of whether Larrabee and the trio of union negotiators reached an oral agreement that noneconomic issues would be resolved prior to discussion of economic issues. Respondent, in its brief, at 16, *et seq.*, does not claim that such an agreement existed: "In the present case, it has been Respondent's position that the ground rule was in the nature of an agenda." Respondent apparently contradicts its Chief Negotiator Larrabee who testified:

> Q. Mr. Larrabee, correct me if I am wrong, that it is your position as the chief negotiator for Respondent that at the first negotiating session, that is the session on October 12, 1978, you and the negotiator or the Union reached an agreement that you would resolve non-economics before you moved into economics, is that correct?
>
> A. Eventually we did in that meeting, yes.

Further on, Larrabee reiterated this position:

> The experiences that I had told the Union was that it would be a wise approach in view of the size of their demands to first get the non-economic language agreed to and out of the way and then go into economics . . . Mr. Pinto did not want to approach it that way . . . . So that after this progressed for an hour or so, I did reach understanding with Mr. Pinto that this is how we would go through the negotiations. [Emphasis supplied.]

It is true, as Respondent argues in its brief, that Larrabee testified at one point that his understanding with the Charging Party was "simply an agenda for discussion." However, the context of his entire testimony makes it clear that he regarded this agreement on an "agenda" as going beyond a simple undertaking as to the order of discussion. Thus, Larrabee described in specific detail to the Union's negotiators how tentative agreements would have to be arrived at and initialed on noneconomic issues prior to proceeding to other matters.[3] Elsewhere, as set forth above, he described the agreement as being one requiring that noneconomic issues be "resolved" or "agreed to and out of the way" before negotiation on economic issues could begin. I therefore find that while the parties may have agreed that noneconomic issues would be discussed first, there was no agreement requiring even a preliminary resolution of such issues as a condition precedent to a discussion of economic issues. While Respondent's negotiator, Larrabee, energetically sought such an agreement, there was no meeting of the minds on this issue.

B. *Subsequent Negotiations*

Meetings were held between the parties on October 12, 1978, November 9, 1978, November 24, 1978, December 12, 1978, December 21, 1978, January 5, 1979, January 23, 1979, February 1, 1979, February 13, 1979, February 22, 1979, March 13, 1979, April 9, 1979, April 20, 1979, and May 31, 1979.

At the November 9 session, the parties agreed tentatively on preamble, recognition, and full agreement clauses. At the third session on November 24,[4] there was considerable discussion concerning the possible effect of the Union's change of negotiators on progress and agreements already made in the negotiations. At the December 12 and 21 meetings, there was some discussion of ground rules,[5] a tentative agreement on a separability clause and some discussion on a pending change in the Federal minimum wage. At this time, Respondent informed the Union that, absent objection, Respondent would put the new minimums in place. Larrabee informed the Union that only employees then being paid less than the new minimum of $2.90 per hour would receive an increase.

At the January 5, 1979, meeting, Respondent had apparently changed its mind as to the method of implementing the change in the minimum wage. It no longer desired to implement an increase only for employees making less than the new minimum, but desired to give an increase to its other employees so that its wage structure would not be compressed. The Union agreed to this change,[6] regarding it as an implementation of Respondent's past practice in the area of minimum wage changes.

At the January 23 meeting, the Union attempted to move into the area of economics. Larrabee resisted this attempt, pointing out that the ground rules required the parties to resolve all noneconomics before moving into economics.[7] Larrabee, while insisting that he did not refuse to discuss economics, nevertheless, as Respondent's brief admits, "refused to make economic commitments at that time."[8]

This pattern continued for the next three meetings—those of February 1, February 13, and February 22—between the parties. As Respondent admits, the Union tried several times during these meetings to initiate negotiations on economic issues. In each instance, Respondent continued to insist on discussion of noneconomics.[9] Re-

[3] Respondent, in its brief, defends its conduct at the bargaining table by a quotation from Werne, Law and Practice of the Labor Contract, Section 223 (1957); "Management is best advised not to talk wages or money benefits until desired changes have been worked out on other aspects of the agreement. If the Union has won economic gains, it is not likely to be much interested in management's suggestions for revising such items as the transfer, layoff, grievance or leave procedure." I, of course, make no comment on this strategic advice. The questions here relate to whether Respondent obtained an agreement to this procedure and the use made of the procedure in the context of the negotiations.

[4] Jack Taylor became the Charging Party's chief spokesman at this meeting. The various agreements between the parties are found variously in the testimony of Larrabee, Pinto, Taylor, and Tueller.

[5] Resp. Exh. 3, p. 4, reflects the Union's frustration over the manner in which negotiations were proceeding. There is a reiteration of the agreement to address and negotiate (but not resolve) noneconomic issues prior to taking up economic ones.

[6] I make no inferences from the Respondent's change of position between December 21, 1978, and January 5, 1979, regarding this matter.

[7] This finding is based on the credited testimony of Tueller.

[8] Larrabee drew a distinction here between making proposals and commitments as against discussion and review of the parties' respective positions.

[9] Respondent contends that no impasse was reached on noneconomics, citing at Resp. brief, p. 9, numerous changes of position and new propos-

Continued

spondent's minutes of the February 13 meeting, for instance, clearly express its position on the disputed bargaining procedure: ". . . ground rules clearly state . . . that no economics *would be discussed* until non-economic issues are finalized or tentatively agreed to." (Emphasis supplied.) Resp. Exh. 7, p.2.

The Union again sought negotiation on economic issues at the eleventh bargaining session on March 13, 1979. Larrabee again explained that he needed to assess the impact on the nursing home of the remaining noneconomic issues. He stated that when such issues were unresolved he would be compelled to base his cost estimates on the most expensive alternatives. After Larrabee conducted a review of outstanding issues the Union mentioned that a successful strike authorization vote had recently occurred. Union Negotiator Taylor then stated that the parties were at impasse on noneconomic issues and again requested that the parties move into economics. When Taylor began to read a portion of the Union's economic proposals Larrabee repeatedly stated that Respondent was not interested in talking about economics.[10] Following reiteration of this statement, Larrabee finally stated: "If you want an economic proposal, I will give you an economic proposal; $2.90 an hour."[11] Larrabee acknowledged that he was offering the minimum wage and that employees would be moved back to that level.[12] He further stated that this was Respondent's entire economic offer. Items such as holiday pay, uniform allowance, sick pay, hospitalization, and vacation benefits were not to continue.

Subsequently, on April 9, Larrabee reintroduced the preexisting uniform allowance, holiday, and vacation practices. However, he notified the Union that until Respondent could obtain agreement in noneconomic areas, it would not be willing to include anything in the contract regarding the current sick leave and health insurance benefits. He stated that this position would obtain until tentative agreement was reached on noneconomic areas.[13]

Respondent maintained its economic position at the April 20 meeting. Its strategy was successful to the extent that the Union dropped a proposal on workload distribution and the parties were able to resolve the final aspects of seniority provisions, both noneconomic matters. Again, when the Union attempted to move into economics, Larrabee informed them that Respondent could agree to nothing significant in economics until noneconomics were substantially resolved.[14]

At the May 31 meeting (regarded as being "off the record") Taylor testified that he offered to accept Respondent's terms on noneconomics if Larrabee would agree to the Union's leave of absence proposal. This offer was rejected by Larrabee who, I find, commented that the Union would have to inform the employees that they should accept lesser benefits and economics than currently in effect. This statement ended the negotiations as far as the record in the instant case is concerned.

V. ANALYSIS

As heretofore stated, I have found that no binding agreement to resolve noneconomic issues prior to meaningful discussion of economic issues existed. The Union had simply never agreed to this procedure. Nevertheless, the record is clear that Respondent insisted on conducting the negotiations as if the Union had so agreed. Respondent argues that it made economic proposals to the Union on March 13, 1979, when it offered to pay the minimum wage, an offer concededly involving a decrease in wages then paid. This clearly unacceptable offer was used by Respondent as a device to impose its procedural straitjacket on the negotiations. Thus, on April 9, 17 days after its wage proposal, Respondent, while adding several preexisting benefits to the minimum wage offer,[15] continued to insist that until it could obtain agreement in noneconomic areas, it would not include anything in the contract regarding then current sick leave and health benefits. On April 20, when the Union attempted once again to move into the economic area, Larrabee stated that Respondent could agree to nothing significant in economics until noneconomics were substantially resolved. I make no *per se* finding, of course, regarding the Respondent's wage offer. It has been clear since the Act's inception that the Board does not sit in judgment on the substantive proposals of the parties before it. That does not require the trier of facts to be blind to the implications and significance of proposals made within the negotiating context. As the court stated in *N.L.R.B.* v. *Reed and Prince Manufacturing Co.*, 205 F.2d 131, 134–135 (1st Cir. 1953) while:

> [W]hile the Board cannot force an employer to make a "concession" on any specific issue or adopt any particular position, the employer is obliged to make *some* reasonable effort in *some* direction to compose his differences with the Union, if Section 8(a)(5) is to be read as imposing any substantial obligation at all.

Here, imposing its own procedural straitjacket on the negotiations, Respondent first sought the Union's agreement to tentatively resolve all noneconomic issues prior to meaningful discussion of economics; when the Union insisted on meaningful economic discussions, Respondent took a predictably unacceptable position on wages as a way of forcing the Union into compliance with its procedural wishes. Although accomplished in a more subtle

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als by both sides in such areas as discharge, discrimination, no strike, no lockout clauses, recognition, scheduling, and seniority. I make no finding on the question of impasse because, in my view of the case, the existence or nonexistence of impasse is immaterial. Respondent seems to be contending at Resp. brief, p. 9, that it was not obligated to negotiate economics until impasse was reached on noneconomics. This is, I think, inconsistent with its position, expressed elsewhere, Resp. brief, p. 4, that the parties' agreement related only to an "agenda" for discussion.

[10] Based on the credited testimony of Taylor.

[11] Based on the credited testimony of Taylor. See also Resp. Exh. 9, p. 4, the Respondent's minutes of this meeting.

[12] See G.C. Exh. 2, a wage list of employees, to show that a wage cut was being offered.

[13] Admitted by Larrabee.

[14] See, e.g., Resp. Exh. 11, p. 5.

[15] I do not find that these concessions regarding preexisting benefits made Respondent's economic offer any the less predictably unacceptable to the Union.

and indirect manner, Respondent's purpose is not distinguishable from that found violative of Section 8(a)(1) and (5) in *Yama Woodcraft, Inc. d/b/a Cat-Pacific Furniture Mfg. Co.*, 228 NLRB 1337, 1342 (1977). Accordingly, I find that Respondent, by its insistence on obtaining tentative agreement on noneconomic issues prior to meaningful discussion of economic issues and its attendant refusal to engage in meaningful bargaining on economic issues, violated Section 8(a)(1) and (5) of the Act. *Pillowtex Corporation*, 241 NLRB 40 (1979); *Yama Woodcraft, Inc., supra; Romo Paper Products Corp.*, 220 NLRB 519, 525, fn. 22 (1975). *Barney Manufacturing, Inc.*, 219 NLRB 41, 45 (1975), cited by Respondent in support of its position, is not in point. The question presented in Barney was whether an offer of the minimum wage by Respondent was indicative, in and of itself, of overall bad faith in the negotiations. The question here does not concern overall good or bad faith.[16] Nor, as I have earlier indicated, have I made any finding with regard to the substance of the Respondent's wage offer. The question is, rather, the use which Respondent made of its wage offer to impose on the Union its own concept of the procedure to be followed in bargaining. In making use of its wage offer in that fashion, Respondent refused meaningful bargaining on economic issues in violation of its duty under the Act.

Upon the basis of the foregoing, and the entire record, I make the following:

CONCLUSIONS OF LAW

1. Nansemond Convalescent Center, Inc., the Respondent herein, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Professional and Health Care Division, Retail Clerks International Union, Local 233, AFL-CIO, the Charging Party herein, is a labor organization within the meaning of Section 2(5) of the Act.

3. All service and maintenance employees employed by the Respondent at its Suffolk, Virginia, facility, excluding office clerical employees, registered nurses, licensed practical nurses, activities and/or social directors, guards and supervisors as defined in the Act constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since September 5, 1978, the Charging Party has been, and is now, the exclusive representative of all employees in the aforesaid bargaining unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing, commencing January 23, 1979, to permit negotiation of economic issues until all noneconomic terms were tentatively agreed upon, and by refusing to bargain on economic terms of a contract, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the purposes and policies of the Act.

Having found that Respondent has refused to bargain in good faith with the Charging Party, it will be recommended that the Respondent bargain collectively in good faith with the Charging Party as the exclusive representative of the employees in the appropriate unit and, if an understanding is reached, embody such understanding in a signed agreement.

To place Respondent and the Charging Party in as nearly the same situation as possible to that which existed before January 23, 1979, it will be recommended, as requested by the General Counsel, that upon resumption of bargaining and for 8 months thereafter the Charging Party be regarded as if the initial certification year had not expired. *Burnett Construction Company, Inc.*, 136 NLRB 785 (1962).

I do not find that the evidence in this case, relating to a single, improperly used bargaining technique of Respondent, demonstrates that Respondent has a propensity to violate its employee's rights under Section 7 of the Act. I shall, therefore, recommend a narrow cease-and-desist order. *Hickmott Foods, Inc.*, 242 NLRB 1357 (1979).

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[17]

The Respondent, Nansemond Convalescent Center, Inc., Suffolk, Virginia, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively in good faith with Professional and Health Care Division, Retail Clerks International Union, Local 233, AFL-CIO, herein designated Charging Party, as the exclusive representative of its employees in the following appropriate unit:

> All service and maintenance employees employed by Respondent at its Suffolk, Virginia, facility, excluding office clerical employees, registered nurses, licensed practical nurses, activities and/or social directors, guards and supervisors as defined in the Act.

[16] No allegation of overall bad faith was pled in the complaint. That Respondent's violation may be of this more limited character is clear: "A refusal to negotiate *in fact* as to any subject which is within Section 8(d), and about which the union seeks to negotiate, violates Section 8(a)(5) though the employer has every desire to reach agreement upon an overall collective agreement . . . ." *N.L.R.B* v. *Benne Katz, etc., d/b/a Williamsburg Steel Products, Co.*, 369 U.S. 736, 742-743 (1962).

[17] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and recommended Order, and all objections thereto shall be deemed waived for all purposes.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the purposes and policies of the Act:

(a) Upon request, bargain collectively with the Charging Party as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an agreement is reached, embody such understanding in a signed agreement. Regard the Charging Party, upon resumption of bargaining and for 8 months thereafter, as if the initial year following certification had not expired.

(b) Post at its premises in Suffolk, Virginia, copies of the attached notice marked "Appendix."[18] Copies of said notice, on forms provided by the Regional Director for Region 5, after being duly signed by Respondent's representative, shall be posted by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 5, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[18] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor relations Board" shall read "Posted Pursuant to a Judgment of a United States Court of Appeals Enforcing an Order of the National Labor Relations Board."